



August 19, 2014

Ms. Carlotta S. Stauffer
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
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COMMISSION
CLERK

Re: Filing Service Agreement for Southlake Utilities, Inc.

Dear Ms. Stauffer:

Pursuant to Rule 25-30.550, Florida Administrative Code, Southlake Utilities, Inc. ("Southlake"), hereby files with the Florida Public Service Commission ("Commission") the following agreement:

Summer Bay Partnership
Adventure Park

Summer Bay Partnership has reserved 1.11 ERC's or 0.000390 MGD for domestic and irrigation water capacity.

Southlake Water Treatment Plant has a capacity of 2.916 MGD and the current 3 month average daily flow is 1.576 MGD.

Southlake has filed a replacement tariff with the Commission. Unlike its previous tariff, the new tariff does not include a standard developer agreement in the service availability policy section of the tariff. The enclosed developer agreement is not based upon the old developer agreement, but upon the replacement tariff and the Commission's orders changing Southlake's service availability charges, including changes to plant capacity charges and Allowance for Funds Prudently Invested Charges.

Please call me at (352) 636-8072 if you have any questions.

Sincerely,

Randall W. Corbin
Manager

Copy: Project File

Phone Number (352) 394-8898 Fax Number (352) 394-8894

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WATER AND WASTEWATER AGREEMENT

<u>SUMMER BAY PARTNERSHIP</u>	<u>25 Town Center Blvd., Suite C - CLERMONT, FLORIDA 34714</u>	<u>352-241-2292</u>
Applicant	Address	Telephone

Summer Bay Partnership, a Florida Corporation, whose address is 25 Town Center Blvd., Suite C, Clermont, Florida 34714, hereinafter referred to as "Applicant," hereby requests water utility service from SOUTHLAKE UTILITIES, INC., and agrees to abide by the following terms and conditions:

1. SOUTHLAKE UTILITIES, INC., whose address is 11654 Cagan Crossings Boulevard, Suite 2 – Clermont, Florida 34714, hereinafter referred to as "Service Company," shall supply water service at the premises noted herein and Applicant promises to purchase water utility service and pay Service Company therefore in accordance with Service Company's schedule of rates which shall from time to time be legally in effect and applicable to the service applied for, and to conform to and abide by Service Company's rules and regulations in force relating to such service approved by the Florida Public Service Commission.
2. Service to be provided under this Agreement is limited to: Adventure Park.
3. On the date of execution of this Agreement, Applicant shall pay to Service Company the contribution to utility plant and water meter(s) as then approved by the Florida Public Service Commission in Service Company's Tariff.
 - a) Applicant is reserving 1.11 (390 Gallons Per Day) Equivalent Residential Connections ("ERC's") for water service for \$433.00 per ERC, a total of \$482.48. Any additional connections to this system will require Service Company's prior approval and payment of additional connection fees in the amount approved by appropriate regulatory agencies at that time.
 - b) Applicant requires one (1) One (1") meter and One (1) 5/8"x3/4" inch meter for a total meter fee of \$340.00
 - c) Initial connection fee for each meter is \$15.00 or a total of \$30.00.
 - d) Refundable Advances: Applicant recognizes the "Agreement for Sale of Interest in Refundable Advances" executed by and between Summer Bay Partnership and Southlake Utilities, Inc. on July 28, 1995. A copy of which is attached. Pursuant to this Agreement, Applicant agrees to pay Service Company for 1.11 ERC's at \$30.00 each or a total of \$33.43.

Total costs under Paragraph (3) are \$885.91

4. This Agreement shall inure to and be binding upon the successors and/or assigns of the parties hereto.
5. Service Company's obligations under this Agreement are contingent upon the Applicant obtaining approvals from all concerned governmental agencies. Applicant hereby assumes the risk of loss as a result of the denial or withdrawal of approval of any concerned governmental agency
6. Applicant shall remain liable and responsible for making payment to Service Company for all water utility services provided hereunder until Applicant's successor or assigns shall make a separate application for service as a new customer and is accepted as a new customer by Service Company.
7. Applicant shall give Service Company written notice that Applicant is connecting his water system to the Service Company's water system no less than one (1) day prior to said connection for inspection.
8. Water service rendered under this Service Agreement shall be in accordance with Service Company's Service Availability Policy approved by the Florida Public Service Commission.

9. An approved backflow prevention device shall be installed by the Applicant on the customer side of each water meter. The backflow preventor shall be owned and maintained by the Applicant, his successors or assigns and shall be accessible at all times to the Service Company for inspection. Applicant is responsible for performing an annual test on the approved backflow device with a copy of the test results sent to Service Company. Upon final notification to Applicant of non-compliance of required installation and/or testing of the backflow prevention device, Service Company shall have the right to disconnect service until compliance is met and charge a fee for reconnecting service.

10. In the event work on the Applicant's Property is not commenced within one hundred eighty (180) calendar days of the date of this Contract, or if work when commenced is suspended, abandoned or not in active progress at any time for a period of one hundred eighty (180) calendar days, then any obligations or duties or refunds of the Service Company arising out of or prescribed by this Contract shall be null and void and unenforceable.

11. Service Company shall have the right to refuse to provide service to any lot or building until Applicant complies with all of the terms and conditions of this Agreement.

Dated this 4 day of August, 2014.

Witnesses to Applicant

Linet Mender

Linet Mender
Printed

Jan Jane

Tanya Joyce
Printed

Witnesses to Service Company

Kim Kitchen

Kim Kitchen
Printed

Shireen Green

SHIREEN GREEN
Printed

By: SUMMER BAY PARTNERSHIP

[Signature]

Signature
It's GENERAL MANAGER

"APPLICANT"

By: SOUTHLAKE UTILITIES, INC.

[Signature]

Signature
It's President

"SERVICE COMPANY"

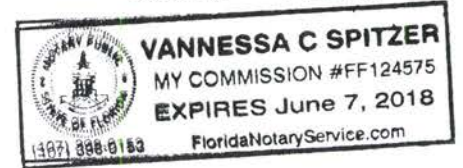
STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4 day of August, 2014, by PAUL M. CALDWELL, of Summer Bay Partnership, on behalf of the partnership. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Vanessa C Spitzer

My Commission Expires: June 07, 2018

NOTARY PUBLIC



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18 day of August, 2014, by Jeffrey Cagan - President, of Southlake Utilities, Inc., on behalf of the corporation. He who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Nancy A. McDonald

My Commission Expires: 1-28-18

NOTARY PUBLIC



AGREEMENT FOR SALE OF
INTEREST IN REFUNDABLE ADVANCES

SOUTHLAKE UTILITIES, INC., a Florida utility corporation (below "SLU") and SUMMER BAY PARTNERSHIP, a Florida general partnership (below "SBP") by and on behalf of themselves, their assigns and successors in interest, in consideration of the mutual covenants, conditions and consideration set forth below, hereby acknowledge and agree:

1) Background

On July 11, 1995, SBP agreed to purchase from SLU 6,000 gallons of water and wastewater plant capacity for the sum of \$56,460.37 pursuant to that Developer's Agreement of the same date between SLU and SBP, a copy of which is attached as Exhibit "A". Receipt of these funds is hereby acknowledged. As a term and condition of SBP's use of such purchased capacity, SLU has insisted under its tariff that SBP oversize its water distribution line and sewer force main line which will connect with SLU's water and wastewater treatment plants (below "the lines") to accommodate future users other than SBP. This has generated for SBP certain rights in refundable advances based on hydraulic capacity credits. SBP wishes to sell all right, title and interest it has in such refundable advances to SLU in order to obtain funds to construct the lines, which are necessary to connect to SLU's facility. SLU is willing to purchase such right, title and interest of SBP to facilitate SBP's connection to SLU's facilities.

2) Purchase Price and Time of Payment by SLU

a) SLU will pay to SBP the balance of the sum of

\$56,460.37, after the deduction set forth in subparagraph (b) below, upon presentation to SLU or its authorized representative of a bill of sale in a form satisfactory to SLU conveying in their entirety the lines which shall have been constructed and completed located between the mutually selected interconnect point (previously designated by SLU and SBP) and SLU's water and wastewater treatment plants. Immediately upon execution of this agreement, these funds shall be deposited in the trust account of SLU's attorney J. Davis Connor. Proof of this deposit shall be provided to SBP in the form of a copy of the endorsed, deposited check.

b) Out of the funds held in trust by SLU's attorney as set forth above, SLU will pay the cost associated with upsizing the lines directly to C. A. MEYER PAVING & CONSTRUCTION CO., pursuant to that contract dated June 26, 1995, a true copy of which is attached hereto as Exhibit "C". SLU is hereby authorized to make such payment from trust as set forth above.

3) Assignment and Sale of Interest by SBP

SBP hereby assigns and sells to SLU all right, title and interest in or to any and all refundable advances referenced in the tariffs of SLU received or collected by SLU based upon the oversizing of the lines by SBP. SBP hereby acknowledges and authorizes that SLU shall collect and retain any and all such refundable advances received from any source, including contributions in aid of construction, for its sole use and benefit, whenever received.

4) Conveyance of Additional Lines

SBP agrees to convey to SLU by suitable easements and bills of sale all other utility lines not specified in this agreement pursuant to the Developer's Agreement attached hereto as Exhibit "A" upon such time as such other lines are constructed by SBP.

5) Connection Charges and Surcharges

SBP hereby acknowledges that it will remain liable to pay to SLU an additional \$60 per Equivalent Residential Connection prior to water meter installation for any connection in the future until SLU receives at least \$56,460.37 in collected refundable advances based on the oversizing of the lines from any and all sources, including, but not limited to SBP, SPW Development L.C., The Club at Summer Bay L.C. and Orlando 311 Ltd.

6) Option Upon Purchase of Additional Capacity

SBP may, at its option, purchase another \$16,000 of water and wastewater plant capacity at SLU's then-published rates contained in the Developer's Agreement attached hereto as Exhibit "A", prior to delivery of the bill of sale described in Paragraph 2 above by payment in cash or certified check, and SLU will pay an additional \$16,000 to SBP in consideration of the assignment and sale set forth in Paragraph 3 above. In the event of such an additional purchase of capacity by SBP, then SBP acknowledges and agrees that it will pay the connection charges specified in Paragraph 5 above until SLU receives or collects at least \$72,460.37 for refundable advances based on the oversizing of the lines from any and all sources, including, but not limited to SBP, SPW Development L.C.,

The Club at Summer Bay L.C. and Orlando 311 Ltd.

7) It is acknowledged and agreed between SLU and SBP that it has been determined that the appropriate gallons charged for plant capacity for multi-family units are 250 gallons of water and 235 gallons of wastewater per day average annual daily flow, and the appropriate gallonage charges for single-family Equivalent Residential units remains at 350 gallons of water and 300 gallons of wastewater per day. Each of these rates may be adjusted annually, based on actual experience, pursuant to SLU's tariffs.

8) Prior Agreements Superseded

This agreement supersedes any and all prior contracts, agreements, offers, counteroffers, or proposals which may exist by or between SLU and SBP, which are hereby canceled and released by SLU and SBP, with the exception of the Developer's Agreements attached as Exhibit "A", and the Predevelopment Agreements attached as Exhibit "B", which remain in full force and effect.

9) Non-Assignability by SBP

SBP shall not, without the written consent of SLU, assign all or any portion of its rights under this agreement to any third person, corporation, association or business entity. However, SLU may assign its rights under this agreement freely in its sole discretion.

10) Time is of the Essence

As to any and all of the covenants and conditions set forth above, the parties hereby acknowledge that time is of the essence for their performance.

11) Integration

This agreement constitutes the entire integrated expression of the parties' mutual intent, and there are no other prior or contemporaneous agreements of the parties concerning the subject matter set forth above except as contained in this writing and its attachments.

12) Authorized Representatives

SLU and SBP hereby mutually acknowledge and agree that their signatory representatives set forth below are fully authorized to execute this agreement, and there is no legal obstacle or impediment to their execution of this agreement.

DATED: 7/28/95

SOUTHLAKE UTILITIES, INC.,
a Florida Utility Corporation

By: Robert L. Chapman, III
Robert L. Chapman, III
President

DATED: 7/28/95

SUMMER BAY PARTNERSHIP,
a Florida General Partnership
By: PEAK RESORTS OF FLORIDA, INC.,
a Florida Corporation,
General Partner

By: James W. Peak
James W. Peak
President

By: BRYANSTONE, INC.,
a Missouri Corporation,
General Partner

By: _____
Joe H. Scott
President